

PART I - SECTION C
SCOPE OF WORK

REMOVE AND REPAIR ABANDONED ELECTRICAL WIRING
ATLANTA ARTCC, HAMPTON, GA

Contractor shall furnish all personnel, labor, equipment, tools, materials, and supervision necessary to provide cleanup of one power panel, replacement of old wire, removal of cut wire from power panels to source and relocation of circuits as specified in the attached Work Specifications.

PART I - SECTION D
PACKAGING AND MARKING

N/A

PART I - SECTION E

INSPECTION AND ACCEPTANCE

3.1-1 **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

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(End of clause)

PLACE OF PERFORMANCE:

All work will be performed at:

**DOT/Federal Aviation Administration
Atlanta Air Route Traffic Control Center
299 Woolsey Road
Hampton, GA 30228**

(End of clause)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 3 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

- (1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.
 - (2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.
- (b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:
- (1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;
 - (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
 - (3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and
 - (4) final acceptance under the contract.

(End of clause)

G.1 Names and Addresses of Key Government Personnel

Contracting Officer: Laura Duffee
DOT/FAA
ATL ARTCC
299 Woolsey Road
Hampton, GA 30228
PH: 770-210-7665
FAX:770-210-7631

Contracting Officer's Representative: Steven Kennedy
DOT/FAA
ATL ARTCC
299 Woolsey Road
Hampton, GA 30228
PH: 770-210-7978

G.2 Correspondence Procedures

All correspondence should be addressed to the Contracting Officer with a copy to the COR.

G.3 Safety and Liability

The contractor will be responsible for his/her own and his/her own subcontractor employees strict observance of all rules and regulations of the Occupational Safety and Health Administration (OSHA), applicable FAA Authorities and other governing jurisdictions during the performance of this contract.

G.4 Voluntary Site Visit

Prospective bidders may contact Steven Kennedy, 770-210-7978, to arrange for an inspection of premises to be served.

G.5

Contractor must provide Electronic Funds Transfer Information as per AMS Clause 3.3.1-34, contained in Part II-Section I.

G.6

Contractor must be registered in System for Award Management (SAM), as per AMS Clause 3.3.1-33, contained in Part II-Section I.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

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(End of clause)

H-1 Security Requirements

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements; 3.14-3, Foreign Nationals as Contractor Employees; and 3.14-4, Government-Issued Keys, ID Badges, PIVs and Vehicle Decals. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference** (July 2011)

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(End of clause)

- 3.1.7-2** **Organizational Conflicts of Interest** (August 1997)
- 3.2.2.7-6** **Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)
- 3.2.2.7-8** **Disclosure of Team Arrangements** (April 2008)
- 3.2.5-1** **Officials Not to Benefit** (April 1996)
- 3.2.5-3** **Gratuities or Gifts** (January 1999)
- 3.2.5-4** **Contingent Fees** (October 1996)
- 3.2.5-5** **Anti-Kickback Procedures** (October 2010)
- 3.2.5-8** **Whistleblower Protection for Contractor Employees** (April 1996)
- 3.3.1-5** **Payments under Time-and-Materials and Labor-Hour Contracts** (May 2001)
- 3.3.1-20** **Providing Accelerated Payment to Small Business Subcontractors** (October 2012)
- 3.3.1-34** **Payment by Electronic Funds Transfer- System for Award Management** (August 2012)
- 3.3.2-1** **FAA Cost Principles** (October 1996)
- 3.6.2-39** **Trafficking in Persons** (January 2008)
- 3.6.3-16** **Drug Free Workplace** (March 2009)
- 3.6.4-10** **Restrictions on Certain Foreign Purchases** (January 2010)
- 3.9.1-1** **Contract Disputes** (October 2011)
- 3.9.1-2** **Protest After Award** (August 1997)
- 3.10.1-7** **Bankruptcy** (April 1996)
- 3.10.1-14** **Changes - Time and Materials or Labor Hours** (April 1996)
- 3.10.1-25** **Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.2-3** **Subcontracts (Time-and-Materials and Labor-Hour Contracts)** (April 1996)
- 3.10.6-3** **Termination (Cost-Reimbursement)** (October 2011)
- 3.10.6-3 Alternate IV** **Termination (Cost-Reimbursement)** (October 1996)
- 3.13-5** **Seat Belt Use by Contractor Employees** (October 2001)
- 3.13-13** **Contractor Policy to Ban Text Messaging While Driving** (January 2011)
- 3.3.1-33** **System for Award Management** (August 2012)
- (a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;
 (B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
 (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.4.1-12 Insurance (July 1996)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor

shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000* per person and \$500,000* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury and \$20,000* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury other than passenger liability, and \$200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000* bodily injury per occurrence and \$1,000,000* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

*Unless modified in the "Schedule"

(End of clause)

3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts)

(October 1996)

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b)

(1) In the case of a proposed subcontract that

(i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,

(ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the allowability of any cost under this contract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i)

(1)Reserved.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

1. Work Specifications/Drawings
2. Wage Determination No. GA120317, dtd 9/28/2012
3. Business Declaration Form (MUST BE RETURNED WITH PROPOSAL)
4. Past Performance Surveys (MUST BE SENT DIRECTLY TO CONTRACTING OFFICER,
FAX: 770-210-7631 , FROM FORMER/CURRENT CUSTOMERS)

(End of clause)

(End of provision)

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(D)(3). If the resulting contract is subject to the reporting

requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1)Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

(End of clause)

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|------------------------------------|---|
| 3.2.2.3-1 | False Statements in Offers (July 2004) |
| 3.2.2.3-11 | Unnecessarily Elaborate Submittals (July 2004) |
| 3.2.2.3-12 | Amendments to Screening Information Requests (July 2004) |
| 3.2.2.3-13 | Submission of Information/Documentation/Offers (July 2004) |
| 3.2.2.3-16 | Restricting, Disclosing and Using Data (July 2004) |
| 3.2.2.3-17 | Preparing Offers (July 2004) |
| 3.2.2.3-18 | Prospective Offeror's Requests for Explanations (March 2009) |
| 3.2.2.3-19 | Contract Award (July 2004) |
| 3.13-4 | Contractor Identification Number - Data Universal Numbering System |
| (DUNS) Number (August 2012) | |

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means _____[CO should insert acceptable means _ fax, e-mail, telegraph, e-commerce, and so on].. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to _____ [CO should insert fax number, e-mail address, other offer information].

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
 Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

SO-L-1

REQUIRED DOCUMENTS

The contractor MUST return the following completed documents as part of its offer:

a) **Signed and Completed SF 33, Solicitation, Offer/Award and SF 36, Continuation Sheet**

b) **Section K, Representations, Certifications, & Other Statements of Offerors**

c) **Certificate of Insurance**

d) **Business Declaration (Attached)**

e) **Past Experience**

List all customers and facilities for which you had contracts to provide *electrical services* for the last five years. Provide a summary for each contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had these projects for the last five years.

f) **Past Performance Surveys (Attached)**

Arrange for at least three past customers for which you have completed work within the last 3 years, or for whom you are currently working, to complete and submit directly to the Government (**FAX: 770-210-7631**) customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers.

g) **Work in Progress**

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

Customer Satisfaction is the degree to which customers have been satisfied with the contractor's overall performance. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance.

c. Ability to Meet the Contract Requirements in Terms of Other Commitments and Availability of Resources to Perform the Work.

d. This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. Each tier will be evaluated using the procedure outlined below. A determination of insufficient competition or unreasonable price will be made before the next tier is evaluated.
(End of provision)

Tiered Evaluation

First Tier. It is the intent of the FAA to award a contract on a competitive basis to an eligible *Very Small Business* concern, provided that adequate competition is received and award can be made at a fair market price.

Second Tier. If circumstances do not permit a *Very Small Business* award, the responsive offeror(s) from the first tier will be included in the evaluation of the second tier. The Government intends to award a contract on a competitive basis to an eligible *8(a) Business*, provided that adequate competition is received and award can be made at a fair market price.

Third Tier. If circumstances do not permit an *8(a)* award, the responsive offeror(s) from the first and second tiers will be included in the evaluation of the third tier. The Government intends to award a contract on a competitive basis to an eligible *Service-Disabled Veteran Business* concern, provided that adequate competition is received and award can be made at a fair market price.

Fourth Tier. If circumstances do not permit a *Service-Disabled Veteran* award, the responsive offeror(s) from the first, second, and third tiers will be included in the evaluation of the fourth tier. The Government intends to award a contract on a competitive basis to an eligible *Small Business* concern, provided that adequate competition is received and award can be made at a fair market price.

Fifth Tier. If circumstances do not permit an award in the fourth tier, the FAA intends to award a contract on the basis of *Full and Open Competition* from among all responsible, responsive offers received providing award can be made at a fair market price.

Adequate competition is defined as at least two (2) competitive offers received from qualified, responsible business concerns at the tier under evaluation.

If proposal is determined to be "unacceptable" in any evaluation area, criteria, or sub-element thereof, shall render the entire proposal to be unacceptable and therefore rejected from further consideration. One-on-one discussions may be held at the option of the Government, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc.